

**MISSOURI COURT OF APPEALS  
WESTERN DISTRICT**

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COMPLETE TITLE OF CASE:

THOMAS R. HAMMACK, AS AN INDIVIDUAL AND AS CO-TRUSTEE BY AND ON  
BEHALF OF THE BENEFICIARIES OF THE HAMMACK FAMILY FARM TRUST,

Appellant

v.

COFFELT LAND TITLE, INC.,

Respondent

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DOCKET NUMBER WD72477

DATE: September 6, 2011

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Appeal From:

Circuit Court of Cass County, MO  
The Honorable Jacqueline Annette Cook, Judge

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Appellate Judges:

Division Three  
James Edward Welsh, P.J., James M. Smart, Jr., and Joseph M. Ellis, JJ.

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Attorneys:

Charles E. Weedman, Jr., Harrisonville, MO

Counsel for Appellant,

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Attorneys:

Nicholas P. Hillyard, Kansas City, MO

Counsel for Respondent

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**MISSOURI APPELLATE COURT OPINION SUMMARY  
MISSOURI COURT OF APPEALS, WESTERN DISTRICT**

**THOMAS R. HAMMACK, AS AN INDIVIDUAL  
AND AS CO-TRUSTEE BY AND ON BEHALF OF  
THE BENEFICIARIES OF THE HAMMACK  
FAMILY FARM TRUST, Appellant, v. COFFELT  
LAND TITLE, INC., Respondent**

**WD72477**

**Cass County**

Before Division Three Judges: Welsh, P.J., Smart, and Ellis, JJ.

Thomas R. Hammack sued Coffelt Land Title, Inc., for negligence and breach of contract over its handling of a deed and money received from the sale of certain farm property. The circuit court, after a bench trial, entered judgment in favor of Coffelt Land Title. Thomas Hammack appeals. He asserts that the circuit court erred in finding that the December 3, 1998, general warranty deed executed by Thomas Hammack and his wife and his brother, H. Stanley Hammack, and Stanley's wife was effective to transfer title to the purchasers of the farm property. In particular, he contends that, because the general warranty deed was not delivered into escrow to Coffelt Land Title, the relation back doctrine is not applicable. Further, he claims that, even if the contract was controlling as an escrow agreement, the terms of the contract were not fulfilled.

**AFFIRMED**

**Division Three holds:**

(1) The circuit court did not err in concluding that the December 3, 1998, general warranty deed was placed in escrow with Coffelt Land Title. The Hammacks made a delivery to a third party--Coffelt Land Title--and intended that the warranty deed be held by Coffelt Land Title for delivery to the purchasers. The Hammacks did not provide for any reservation in the deed nor retain any right of control of the warranty deed. Thus, the deed in the hands of Coffelt Land Title had the same effect as if it had been manually delivered by the Hammacks to the purchasers.

(2) The general warranty deed executed on December 3, 1998, was delivered to Coffelt Land Title for delivery to the purchasers upon performance of the conditions of the contract (payment of the purchase price). Thus, under the relation back doctrine, the transfer of the deed would be deemed to have occurred on the date of the original delivery of the warranty deed to Coffelt Land Title--that is, December 3, 1998. The fact that this deed was not recorded before the death of Stanley Hammack is of no consequence. If a deed's delivery is effective, it is not impaired by the deed's recording after the death of the grantor.

(3) The beneficiary deed, that was executed by Stanley and Jeannette Hammack on February 7, 1997, and that conveyed title in Stanley Hammack's one half interest in the farm to the Farm Trust via the Family Trust, was terminated effective December 3, 1998, when Stanley and Jeannette Hammack and Thomas and Janet Hammack transferred title by the general warranty deed held in escrow by Coffelt Land Title.

Opinion by James Edward Welsh, Presiding Judge

September 6, 2011

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**THIS SUMMARY IS UNOFFICIAL AND SHOULD NOT BE QUOTED OR CITED.**